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AID / 4816

AGREEMENT

Between The

BOARD OF EDUCATION

of

COMMACK PUBLIC SCHOOLS

Commack, New York

and the

COMMACK TEACHER AIDES ASSOCIATION

July 1, 2009 - June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

SEP 17 2009

ADMINISTRATION

**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
COMMACK PUBLIC SCHOOLS
COMMACK, NEW YORK**

and the

COMMACK TEACHER AIDES ASSOCIATION

BOARD OF EDUCATION NEGOTIATIONS COMMITTEE

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Frances DiSalvo, Vice President - Negotiating Committee Member
Amy Mercurio, Negotiating Committee Member
Ellen Aquilino, Negotiating Committee Member

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ARTICLE I

RECOGNITION, WORK OF THE UNIT, FREEDOM TO JOIN CTAA

- A. The Board of Education ("the Board") hereby recognizes the Commack Teacher Aides Association ("the CTAA") as the exclusive negotiating representative for an appropriate employer-employee negotiating unit including: all teacher aides, defined as school monitors, one-to-one aides, special education aides, clerical aides ("the Aides") and excluding library aides, computer management aides and all other employees. Any future or additional aide positions that are created will be included in the unit.
- B. The work of the unit, to be performed by the Aides, is specified in Appendix A. Neither the District nor any individual principal shall, directly or indirectly, solicit the help and aid of students' parents to work in competition with the present duties of Aides. Any future or additional aide positions that are created will be included in the unit.
- C. The Board recognizes the rights of Aides to join and support CTAA freely, and will not directly or indirectly discourage, deprive, coerce or discriminate against any aide by reason of his/her membership in CTAA or institution of grievance.

ARTICLE II

NO STRIKES OR WORK STOPPAGES

The CTAA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The CTAA,

CTAA, therefore, agrees that there shall be no strikes, work stoppages or other concerted refusal to perform work by the Aides and no instigation by the CTAA or its agents or representatives.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF CTAA AND AIDES

- A. Members of the unit shall be accorded the privilege of payroll deductions for CTAA dues. Scheduled for payroll deduction of monetary obligations for Aides shall be set by the CTAA.

The District may, at its discretion, implement a direct deposit program for all payrolls. In the event that the District elects to do so, members of the bargaining unit may elect to have deposits directed to a recognized banking institution of their choice.

- B. The District agrees that no later than the second pay period after the start of the school year or after the effective date of employment, it will deduct each month from each non-member of the CTAA, a service charge toward the administration of this agreement and the representation of such non-member provided that each non-member will have available to him or her membership in the CTAA on the same terms and conditions which are available to every other member of the union. The CTAA shall notify the District of the amount of such service charge which in no case shall be greater than the dues paid by the members. Aides are responsible for all "back dues" not paid during any leave granted under this Agreement. The District

District shall be saved harmless by the CTAA from any action which might arise under "dues deduction" provisions.

- C. The CTAA shall, with prior approval of the District, have reasonable use of school buildings for meetings, with custodial assistance, and space or use of the bulletin boards in offices and photocopy and other office machines for purposes of dissemination of information on behalf of Aides to Aides.
- D. All Aides will be permitted the use of the faculty facilities within the District.
- E. The Board agrees to make available, upon request of CTAA, public information concerning the fiscal resources of the District, tentative budget requirements and information dealing with conditions of employment and contracts of employment of all employee bargaining units of the District, for the purposes of assisting negotiations.
- F. Each school year, the president of the CTAA shall, in September, formally notify the District in writing of the name and location of each official CTAA representative.
- G. The principal of each school shall meet periodically with representatives of CTAA at the request of either party to discuss questions of mutual concern. In addition, the Assistant Superintendent for Personnel shall meet periodically with representatives of the CTAA to discuss any problems, changes, appointments, revisions of the teacher aide program in general with a view of keeping the CTAA informed and to resolve unforeseen difficulties.
- H. Each Aide shall have the right, at reasonable times and intervals to review or examine

examine the contents of his/her personnel file upon written request, except for pre-employment materials deemed confidential.

- I. The Board shall provide legal assistance with the Board's attorney, without cost or expense to the Aide, in defense of any legal action unless District investigators shall disclose by clear and convincing evidence that the Aide was not properly performing within the scope of his/her duties as teacher aide.
- J. The Board shall save harmless from damages any Aide sued with respect to a claim for injuries to person or property except in cases of willful torts, arising from duties within the scope of employment.
- K. Aides who must appear in court in a District related matter shall receive hourly pay for attendance and mileage at the District's official rate when such appearance is specifically on behalf of the District. All hours and mileage must be documented for payment.
- L. The President of the Commack Teacher Aides Association, with the consent of the building principal, may take such time off from his/her position, without pay, as he/she shall deem necessary to conduct the business of the Commack Teacher Aides Association provided such President shall have made suitable and usual arrangements for coverage by a substitute. Such time taken off and spent on the business of the Commack Teacher Aides Association shall not be deemed an absence for any purpose.
- M. Aides summoned for jury duty shall be paid their regular hourly rate for each day of service for their normal number of hours of District work.

- N. CTAA officers shall have the right to visit the District schools. Such visits shall be confined to CTAA business and shall not, under any circumstances, interrupt employee work service. All such visits shall be announced in advance to the building administrator or his/her designee.
- O. Effective July 1, 1996, annually, no later than September 30th of each school year, the District shall provide a listing to the CTAA President of unit members including name, date of hire, hourly rate, title and location of assignment.
- P. Email accounts will be established and access granted for all Aides covered by this Agreement.

ARTICLE IV

WORK DAY AND WORK YEAR, INCLEMENT WEATHER

- A. All Aides in the unit shall work each school day of the school year.
- B. Aides will be employed on an hourly basis, except that there will no longer be a three-hour pay day maximum.
- C. All Aides will be required to perform their duties on days when according to the school calendar, both students and teachers are in attendance, and either lunchroom or building duties or both, are required.
- D. No Aide will be required to go outside with children during rain or snow. No Aide will be required to go outside if the wind chill factor as reported on the District's website under AccuWeather is 21°F or less. For classes that go out at the end of their scheduled lunch period, the wind chill will be verified at the beginning of that lunch

lunch period by the main office. For classes that go out at the beginning of their scheduled lunch period, the wind chill will be verified fifteen (15) minutes before the start of the lunch period. If a heat advisory is issued by the Suffolk County Department of Health, teacher aides and children in their charge will comply with the departments' recommendation as pertains to outside activities.

- E. Outside assignments in individual schools will be equally rotated among the Aides in each school.
- F. Where an Aide fills a work position of a higher rate of pay, that Aide shall receive the higher pay of the position commencing on the 31st consecutive work day in the position.
- G. The District will conduct a program of in-service training for all Aides. The training shall be planned in cooperation with the CTAA and shall be conducted three (3) times a year. Each session will last three (3) hours and will be conducted as follows:
 - First session to be conducted during the Superintendent's Conference Day prior to the start of school in September.
 - Second and third sessions for Aides at primary and intermediate level will be conducted during each school year.
 - Second and third sessions for Aides at middle school will be conducted at a mutually convenient time to be determined in consultation with the CTAA.
 - Special education aides will be required to attend specialized

training as determined by the Assistant Superintendent for Pupil Personnel Services. Special education aides will be compensated at the prevailing rate for such training.

- H. Effective July 1, 1996, the Aides may from time to time be requested to provide chaperoning duties at their regular hourly pay rate.
- I. All Aides will be paid for the half school days scheduled at the end of the school year, provided that they report to work. Principals will have the right to assign clerical duties during these days with no differential to be paid. Assignments will be made only during hours when school is in session during this period.

ARTICLE V

SALARY SCHEDULE, SCHOOL CLOSING, VACATION PAY

- A. The hourly wage schedule shall be as follows:

SALARY SCHEDULE

COMMACK TEACHER AIDES ASSOCIATION

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Hired Before 7/1/89	\$15.62	\$16.07	\$16.54
Hired Before 7/1/92	\$14.67	\$15.09	\$15.53
Hired After 7/1/92	\$13.76	\$14.16	\$14.57
Hired After 6/30/09	\$13.01	\$13.39	\$13.78
Special Aides - stipend	\$ 1.73	\$ 1.78	\$ 1.83
Clerical Aides - stipend	\$ 0.74	\$ 0.76	\$ 0.78

- B. Aides shall be paid when the calendar calls for a school day and the District allows

for a closing as an extra holiday.

- C. Aides will receive full pay for each and every day upon which school was originally scheduled but closed through acts of God or inclement weather.
- D. Aides shall be informed by the same line of communication as teachers and all other personnel regarding emergency school closings or delayed openings resulting from acts of God or other inclement weather.
- E. Vacation pay, in lieu of holidays, sick leave, personal days and vacations, will be computed at 10% for the duration of the Agreement. This amount will be paid on or about June 30th of each year. This provision is not applicable to those hired on or after July 1, 1992.
- F. The District shall provide three (3) days at the individual regular Aide's pay rate and hours in the case of the death of a spouse, parent, child or sibling, and one (1) day for death of in-laws and grandparents.
- G. Regular appointed members of the bargaining unit shall be paid for up to one (1) sick day per year. Unused sick days will be carried forward and may accrue to a maximum of twelve (12).
- H. For members of the bargaining unit hired after June 30, 1992, an attendance bonus will be offered for good attendance. Regularly appointed Aides (including regular leave replacements) will receive an attendance bonus if they have been absent for ten (10) or fewer days during the school year (not including absences due to bereavement). The bonus shall be \$331 in the 2009/10 school year, \$346 in the 2010/11 school year, and \$363 in the 2011/12 school year. Aides first hired during

the school year shall have the bonus (and number of permitted absences) prorated, except that Aides first hired on or after March 1st of each school year shall not be eligible to receive the bonus in the year hired.

- I. Each member of the bargaining unit shall be entitled to one (1) personal day each year of the bargaining agreement. Personal days shall not accumulate at the end of each year.

ARTICLE VI

INSURANCE COVERAGES, RETIREMENT AND DEATH BENEFITS

- A. Workers' compensation insurance will be carried in accordance with Appendix B-1.
- B. Disability insurance will be carried in accordance with Appendix B-2.
- C. The retirement plan and death benefit provided by the Board for eligible employees who join the plan will be that set forth in Sec. 75c of the Retirement and Social Security Law of New York, which is reproduced in Appendix B-3.

ARTICLE VII

STUDENT WORK LOAD, DISCIPLINE AND ADMINISTRATIVE SUPPORT

- A. The Board recognizes its responsibility to give all reasonable support and assistance to Aides with respect to the maintenance of control and discipline in the classroom, play areas and cafeterias.
- B. The Administration and other professional personnel working with Aides, are expected to give to Aides the same kind and degree of support and assistance in

control and discipline matters as they give to teachers.

- C. Employees shall not be required to work overtime. In the event that an Aide is not relieved at the end of the normal working period, such Aide shall remain on duty and attempt to notify the immediate superior of the failure to be relieved. In the event that an Aide must remain on duty beyond the normal working period due to the failure of relief, such Aide shall be paid for such overtime at the Aide's regular hourly rate. Nothing contained herein shall prevent an Aide upon consent, from working overtime at the Aide's regular hourly rate upon proper authorization and request.
- D. When an Aide has been assigned to a classroom and has another assignment at the end of the period and the teacher fails to return to the classroom on time, the Aide will stay until relieved.

ARTICLE VIII

SENIORITY, TRANSFERS, PROMOTIONS, SUBSTITUTE AIDES, LAYOFFS AND RECALL

- A. Seniority is defined as the total length of continuous service as an Aide in the District.
- B. Aides shall have the right to lateral transfer from one school to another in the event openings or vacancies at other schools arise, based upon seniority, subject to approval of the accepting principal. Such approval shall not be unreasonably withheld. An opening or vacancy may consist of any existing unfilled position, or a newly created

newly created additional position.

- C. Transfers from two and one-half hours or three hours or longer assignments shall be filled from within the unit subject to the approval of the accepting principal whose approval shall not be unreasonably withheld. Where qualifications are relatively equal, seniority shall prevail. If no applications for transfer are received, the Board may hire at will.
- D. The Board will furnish to CTAA, and from time to time bring up to date, a list of Aides with the right of recall.
- E. Notice of openings, vacancies or promotions under "B", "C" and "D" above will be posted in individual schools and given to the CTAA President before interviews for such positions are commenced and the positions filled. All applications for teacher aide positions shall be made to the Assistant Superintendent for Personnel.
- F. Prior to public notice, the District shall post all openings for existing and newly-created non-professional and para-professional two, three, or more hour positions, so as to enable qualified Aides to apply for same. All such applications will be made to the Assistant Superintendent for Personnel. No one shall be hired on a permanent basis until posting of vacancies has been made.
- G. Notices of openings for clerical and library aide positions shall be provided to the CTAA President.
- H. In the event of layoff for lack of work, Aides will be laid off in reverse order of seniority from within their job title.
- I. A laid-off Aide will retain recall rights for one year and such laid-off permanent Aide

Aide shall be rehired in order of seniority as any vacancies occur in their title without regard to whether such Aides were laid-off from an elementary or secondary school position.

ARTICLE IX

LEAVES OF ABSENCE

- A. Family or Medical Leave - An Aide may receive one year's leave without pay, renewable subject to Board approval for one additional year, provided the Aide enters her request one month prior to scheduled day of return. Effective July 1, 1996, such leave is limited to a maximum of ten (10) months or the remainder of a school year at the time of request whichever is shorter, non-renewable.
- B. Personal Leave - An Aide may receive a personal leave, without pay, for a period of up to six months, subject to application to and approval by the Board.
- C. Effective July 1, 1996, Aides on leave as provided above must provide a notice of intent to return. Each Aide on an approved leave must provide written notice of intent to return, by certified, return receipt mail, to the Superintendent of Schools between twenty-five (25) and thirty (30) calendar days before the end of the approved leave. Failing to provide said notice, the District will assume that the Aide does not intend to return.
- D. A "long term" aide substitute is defined as one appointed to fill a vacancy which is known to be longer than thirty (30) calendar days. A "per diem" aide substitute shall be defined as one appointed for less than a thirty (30) calendar day period, but in no

case longer than ten (10) months. Long term aide substitutes after thirty (30) days shall be paid at the regular teacher aide rate for that position. Dues shall be deducted after the first 30 days.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURES

The grievance and arbitration procedures shall be those set forth in Appendix D.

ARTICLE XI

DISCHARGE

- A. During the first twelve (12) weeks of regular employment, an Aide may be discharged without cause. Following said twelve (12) weeks of regular employment, an Aide shall not be discharged except for good and sufficient reason.
- B. If an Aide with more than one school term of continuous service is to be discharged, written notice of such discharge shall be given, two weeks prior thereto, to the employee who shall be given a written statement of the reason for discharge.
- C. A hearing before the Board upon any discharge shall be held, upon request of the employee, provided such request is made in writing within five (5) school days of receipt of such request for written reasons for discharge. The hearing shall be held no later than thirty (30) school days from request for hearing.

ARTICLE XII

EVALUATION OF AIDES

Employees shall receive a copy of any evaluation, reprimand or critical statements of their work, performance or conduct which is placed in their permanent personnel folder. Employees may make written response to such evaluation, reprimand or critical statements and such response shall be placed in the employee's permanent personnel folder.

ARTICLE XIII

ENTIRETY OF AGREEMENT

- A. The covenants hereby entered into and appended shall constitute the entire Agreement between the parties.
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- C. Except where a provision of this Agreement supersedes an existing benefit or practice, no provision of this Agreement shall be construed to diminish the wages and terms and conditions of employment in effect on June 30, 1983.

ARTICLE XIV

FUTURE NEGOTIATIONS

No later than January 15, 2012, the parties shall enter into good-faith negotiations over the

terms and conditions of employment for the succeeding school year and shall continue in such negotiations until full and complete agreement shall have been reached.

ARTICLE XV

PROMULGATION OF CONTRACT

Commack Teacher Aides Association shall be responsible for the distribution of copies of this contract to each and every Aide in the District. Proof of such distribution shall be supplied to the District within ten (10) days after the Agreement has been printed or otherwise reproduced and in the event that the Commack Teacher Aides Association shall fail to see to the delivery of a copy of the contract to any Aide after proof of distribution has been made, the District shall be free to distribute copies of the Agreement to any Aide to whom the Commack Teacher Aides Association has not made distribution.

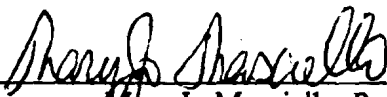
ARTICLE XVI

DURATION OF AGEEMENT

The Agreement will be effective for the period July 1, 2009 through June 30, 2012.

Dated: _____ Commack, New York

BOARD OF EDUCATION



Mary Jo Masciello, President

COMMACK PUBLIC SCHOOLS

James A. Feltman

James A. Feltman, Ed.D., Superintendent of Schools

COMMACK TEACHER AIDES ASSOCIATION

Julie Culoso June 10, 2009

Julie Culoso, President

APPENDIX A

DESCRIPTION OF UNIT WORK

1. The work of the unit to be performed by the Aides, consists of: aid to teachers, nurses, secretaries and students in the supervision of school children, boarding and alighting from buses at school, in the play areas, library, cafeteria, halls and classrooms, during any hours of the school day, including extracurricular activities, with or without the presence of a teacher. In addition, the high school Aides work shall consist of checking the bathrooms for smoking and any other misconduct of the students, checking the halls and students for passes from classes and supervising the internal suspension classrooms. The clerical aides' or school monitors' work shall consist of keeping records on attendance, lateness, cuts from classes and making telephone contact with parents in connection with these records. When required, the clerical aide shall assist the dean of discipline.
2. (a) The work of the unit does not include such tasks as: selling food, milk or snacks, cleaning tables and utensils, moving garbage cans and collecting money for cafeteria personnel.

(b) Aides may not volunteer to perform such tasks as listed in 2(a) above.

APPENDIX B-1

WORKERS' COMPENSATION INSURANCE

Workers' compensation covers all employees who are injured while engaged in a job-related

activity at no cost to the employee. This coverage is mandated by state law.

APPENDIX B-2

DISABILITY INSURANCE

Coverage: New York State Disability Insurance covers employees who are injured or become ill while not engaged in a job-related activity.

APPENDIX B-3

RETIREMENT PLAN AND DEATH BENEFITS

- A. The Board agrees to cover all eligible employees under Section 75(c) of the New York State Retirement Plan.
- B. All eligible employees will be covered under the insurance section 60(b) of the New York State Retirement system.

APPENDIX C

RECOGNITION DAY

Effective July 1, 1996, Aides shall be recognized by the District as part of the regular clerical worker Recognition Day.

APPENDIX D

GRIEVANCE AND ARBITRATION PROCEDURES

- A. The Board of Education of the Commack Public Schools, State of New York, in

compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of employees of the Commack Public Schools, State of New York, to be effective July 1, 1970.

- B. In order to establish a more harmonious and cooperative relationship between the Board of Education of Commack Public Schools, State of New York, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.
- C. School District shall mean Commack Public Schools, State of New York.
- D. Board of Education shall mean the Board of Education of Commack Public Schools.
- E. Public employee or employee shall mean any Aide in the unit described in Article I, A. above.
- F. Administrator means any employee responsible for or exercising any degree of supervision or authority over another employee.
 - (1) Chief Administrator shall mean the Superintendent of the school District.
 - (2) Immediate Supervisor shall mean the administrator to whom another

employee is directly responsible.

- (3) Intermediate Supervisor shall mean the administrator (other than the Chief Administrator) to whom the immediate supervisor is directly responsible.

- G. Representative shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act on his/her behalf.
- H. Grievance means any claimed violation, misinterpretation, or inequitable application of any existing laws, rules, regulations, or policies which relate to or involve the employee or groups of employees in the exercise of the duties assigned to him/her, or may call attention to the need for a policy.
- I. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- J. An employee, or the CTAA, shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- K. At all stages, hereinafter described, an employee shall have the right to be represented by a person or persons of his/her own choice. The CTAA shall have the right to initiate any grievance at any appropriate stage.
- L. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- M. All hearings shall be confidential at the discretion of aggrieved employee or the

CTAA.

- N. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
- O. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones. Nothing herein shall be deemed to be in conflict with any other part of the Agreement.
- P. The Board agrees that, in grievances prosecuted by an individual employee, no grievance adjustment or disposition shall be inconsistent with the terms and provisions of this Agreement, and that no such grievance hearing shall be held unless the CTAA has been afforded notice and an opportunity to be present.
- Q. Grievance Procedures:
 - (1) Informal Stage - the aggrieved employee or CTAA shall orally present his grievance to his/her immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee or CTAA. The immediate supervisor shall render his/her determination to the aggrieved employee or CTAA within five (5) school days after the grievance has been presented to him/her. If such grievance is not

such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTAA may proceed to the intermediate stage or formal stage as the case may be.

- (2) Intermediate Stage - Within ten (10) school days after a determination has been made at the preceding stage, the aggrieved employee or CTAA may, in writing, present his/her grievance to the intermediate supervisor to whom his/her immediate supervisor is immediately responsible, if such there be, who shall orally discuss the grievance with the aggrieved employee or CTAA. The intermediate supervisor shall render his/her WRITTEN determination to the aggrieved employee or CTAA within ten (10) school days after grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or CTAA may proceed to the formal stage.

- (3) Formal Stage

- (a) Within ten (10) school days after a determination has been made by the immediate supervisor or intermediate supervisor, as the case may be, the aggrieved employee or CTAA may make a written request to the Chief Administrator or his/her designee for a review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate

behalf, he/she shall also delegate full authority to render a determination in his/her behalf.

- (b) The Chief Administrator or his/her designee shall immediately notify the aggrieved employee or CTAA, immediate supervisor, intermediate supervisor and any other administrator previously rendering a determination in the case to submit written statements to him/her within ten (10) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determinations previously rendered.
- (c) If such is requested in the written statement of either party pursuant to paragraph 2, above, the Chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearings shall be held within ten (10) school days of receipt of the written statements pursuant to paragraph 2.
- (d) The chief administrator or his designee shall render his/her WRITTEN determination within ten (10) school

school days after the written statements pursuant to paragraph 2 have been presented to him/her.

- (e) THE INTERMEDIATE STAGE AND THE FINAL STAGE OF THE PROCEDURE SHALL INCLUDE A WRITTEN DECISION DETERMINING THE GRIEVANCE. IN THE ABSENCE OF A WRITTEN DECISION, THE TIME WITHIN WHICH TO PROCESS THE GRIEVANCE SHALL BE STAYED UNTIL SUCH WRITTEN DECISION IS RENDERED.

R. Binding Arbitration Procedure:

- (1) If the grievance has not been satisfactorily resolved in the above stages, either party to this Agreement (the Board or the CTAA, and no other person) may, within ten (10) school days of the determination required by Q. (3)d., above, make a written demand for arbitration to the Public Employment Relations Board in accordance with its Rules and Procedures then prevailing. The arbitrator so appointed must be mutually approved by the parties to this Agreement.
- (2) Such arbitration shall be final and binding upon both parties. Any award of the arbitrator shall be promptly complied with, and, in any event, shall be enforceable under the laws of New York.

- (3) All expenses shall be equally divided by the parties to this Agreement.
- (4) This stage of the grievance procedure shall apply only to grievances arising out of disputes concerning the meaning, interpretation or application of the terms and provisions of this Agreement without regard to Section H above.
- (5) All binding arbitration shall be held within the geographical boundaries of the District.